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9 on behalf of himself, all others similarly situated, and
10 on behalf of the general public.

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16 *Attorneys for Defendants*
17 **SYSCO CORPORATION**
18 and **SYSCO SAN DIEGO, INC.**

18 **UNITED STATES DISTRICT COURT**
19 **SOUTHERN DISTRICT OF CALIFORNIA**

20 RICK FRIERI, on behalf of himself and
21 all others similarly situated, and on
22 behalf of the general public,

23 Plaintiff,

24 v.

25 **SYSCO CORPORATION; SYSCO**
26 **SAN DIEGO, INC.; and DOES 1-100,**

27 Defendants.

Case No.: 16-cv-1432 JLS (NLS)

[Honorable Janis L. Sammartino,
Courtroom 4A]

**STIPULATION AND PROPOSED
PROTECTIVE ORDER**

Action Filed: April 11, 2016
Action Removed: June 9, 2016
Trial Date: Not set

1 **IT IS HEREBY STIPULATED** by and between the undersigned parties
 2 (collectively, the “Parties” or individually as a “Party”), by and through their
 3 respective counsel of record, that in order to facilitate the exchange of information
 4 and documents which may be subject to confidentiality limitations on disclosure
 5 due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

6 1. In this Stipulation and Protective Order, the words set forth below
 7 shall have the following meanings:

8 a. “Proceeding” means the above-entitled proceeding, Case No.
 9 16-cv-1432 JLS (NLS).

10 b. “Court” means the Honorable Janis L. Sammartino, or any
 11 other judge to which this Proceeding may be assigned, including Court staff
 12 participating in such proceedings.

13 c. “Confidential” means any information which is in the
 14 possession of a Designating Party who believes in good faith that such information
 15 is entitled to confidential treatment under applicable law.

16 d. “Confidential Materials” means any Documents, Testimony or
 17 Information as defined below designated as “Confidential” or “Highly
 18 Confidential” pursuant to the provisions of this Stipulation and Protective Order.

19 e. “Designating Party” means the Party that designates Materials
 20 as “Confidential” or “Highly Confidential.”

21 f. “Disclose” or “Disclosed” or “Disclosure” means to reveal,
 22 divulge, give, or make available Confidential Materials, or any part thereof, or any
 23 information contained therein.

24 g. “Documents” means (i) any “Writing,” “Original,” and
 25 “Duplicate” as those terms are defined by Federal Rules of Evidence, Rule 1001
 26 (a) and Federal Rule of Civil Procedure 34, which have been produced in
 27 discovery in this Proceeding by any person, and (ii) any copies, reproductions, or
 28 summaries of all or any part of the foregoing.

1 h. “Highly Confidential” means any information which is in the
 2 possession of a Designating Party who believes in good faith that the Disclosure of
 3 such information to another Party or non-Party would create a substantial risk of
 4 serious financial or other injury that cannot be avoided by less restrictive means.
 5 There is a legitimate basis in this Proceeding to use Highly Confidential
 6 designations because, among other things, plaintiff Rick Frieri (“Plaintiff”) seeks
 7 information and documents (a) that are related to personal contact information of
 8 individuals other than Plaintiff, and the privacy rights of those individuals must be
 9 protected, and (b) that are proprietary and trade secret information.

10 i. “Information” means the content of Documents or Testimony.
 11 j. “Testimony” means all depositions, declarations or other
 12 testimony taken or used in this Proceeding.

13 2. The Designating Party shall have the right to designate as
 14 “Confidential” any Documents, Testimony or Information that the Designating
 15 Party in good faith believes to contain non-public information that is entitled to
 16 confidential treatment under applicable law. In addition, any Documents,
 17 Testimony or Information that the Designating Person believes in good faith that
 18 the Disclosure to another Party or non-Party may create a substantial risk of serious
 19 financial or other injury that cannot be avoided by less restrictive means may be
 20 designated as “Highly Confidential.” Putative class members’ contact information
 21 shall be considered designated as “Highly Confidential” regardless of the manner
 22 in which it is Disclosed.

23 3. The entry of this Stipulation and Protective Order does not alter,
 24 waive, modify, or abridge any right, privilege or protection otherwise available to
 25 any Party with respect to the discovery of matters, including but not limited to any
 26 Party’s right to assert the attorney-client privilege, the attorney work product
 27 doctrine, or other privileges, or any Party’s right to contest any such assertion.
 28

1 4. Any Documents, Testimony or Information to be designated as
2 “Confidential” or “Highly Confidential” must be clearly so designated before the
3 Document, Testimony or Information is Disclosed or produced. The Parties may
4 agree that the case name and number are to be part of the “Confidential”
5 designation. The “Confidential” and “Highly Confidential” designations should not
6 obscure or interfere with the legibility of the designated Information.

7 a. For Documents (apart from transcripts of depositions or other
8 pretrial or trial proceedings), the Designating Party must affix the legend
9 “Confidential” or “Highly Confidential” on each page of any Document containing
10 such designated Confidential Material.

11 b. For Testimony given in depositions, the Designating Party may
12 either:

13 i. identify on the record, before the close of the deposition
14 or within 60 days following receipt of the deposition transcript, all “Confidential”
15 or “Highly Confidential” Testimony, by specifying all portions of the Testimony
16 that qualify as “Confidential” or “Highly Confidential;” or

17 ii. designate the entirety of the Testimony at the deposition
18 as “Confidential” or “Highly Confidential” (before the deposition is concluded)
19 and the designating party must identify specific portions of the Testimony as to
20 which protection is sought within 60 days following receipt of the deposition
21 transcript. If the designating party fails to identify specific portions of the
22 Testimony as to which protection is sought within 60 days, the Testimony will lose
23 its “Confidential” designation except as provided in Paragraph 5. In circumstances
24 where portions of the deposition Testimony are designated for protection, the
25 transcript pages containing “Confidential” or “Highly Confidential” Information
26 may be separately bound by the court reporter, who must affix to the top of each
27 page the legend “Confidential” or “Highly Confidential,” as instructed by the
28 Designating Party.

1 c. For Information produced in some form other than Documents,
2 and for any other tangible items, including, without limitation, compact discs or
3 DVDs, the Designating Party must affix in a prominent place on the exterior of the
4 container or containers in which the Information or item is stored the legend
5 "Confidential" or "Highly Confidential." If only portions of the Information or
6 item warrant protection, the Designating Party, to the extent practicable, shall
7 identify the "Confidential" or "Highly Confidential" portions.

8 5. The inadvertent production by any of the undersigned Parties or non-
9 Parties to the Proceedings of any Document, Testimony or Information during
10 discovery in this Proceeding without a "Confidential" or "Highly Confidential"
11 designation, shall be without prejudice to any claim that such item is
12 "Confidential" or "Highly Confidential" and such Party shall not be held to have
13 waived any rights by such inadvertent production. In the event that any Document,
14 Testimony or Information that is subject to a "Confidential" or "Highly
15 Confidential" designation is inadvertently produced without such designation, the
16 Party that inadvertently produced the document shall give written notice of such
17 inadvertent production within twenty (20) days of discovery of the inadvertent
18 production, together with a further copy of the subject Document, Testimony or
19 Information designated as "Confidential" or "Highly Confidential" (the
20 "Inadvertent Production Notice"). Upon receipt of such Inadvertent Production
21 Notice, the Party that received the inadvertently produced Document, Testimony or
22 Information shall promptly destroy the inadvertently produced Document,
23 Testimony or Information and all copies thereof, or, at the expense of the
24 producing Party, return such together with all copies of such Document, Testimony
25 or Information to counsel for the producing Party and shall retain only the
26 "Confidential" or "Highly Confidential" designated Document, Testimony of
27 Information. Should the receiving Party choose to destroy such inadvertently
28 produced Document, Testimony or Information, the receiving Party shall notify the

1 producing Party in writing of such destruction within ten (10) days of receipt of
2 written notice of the inadvertent production. This provision is not intended to apply
3 to any inadvertent production of any Information protected by the attorney-client
4 privilege or work product doctrine. In the event that this provision conflicts with
5 any applicable law regarding waiver of confidentiality through the inadvertent
6 production of Documents, Testimony or Information, such law shall govern.

7 6. In the event that counsel for a Party receiving Documents, Testimony
8 or Information in discovery designated as “Confidential” or “Highly Confidential”
9 objects to such designation with respect to any or all of such items, said counsel
10 shall advise counsel for the Designating Party, in writing, of such objections, the
11 specific Documents, Testimony or Information to which each objection pertains,
12 and the specific reasons and support for such objections (the “Designation
13 Objections”). Counsel for the Designating Party shall have thirty (30) days from
14 receipt of the written Designation Objections to either (a) agree in writing to de-
15 designate Documents, Testimony or Information pursuant to any or all of the
16 Designation Objections and/or (b) file a motion with the Court seeking to uphold
17 any or all designations on Documents, Testimony or Information addressed by the
18 Designation Objections (the “Designation Motion”). Pending a resolution of the
19 Designation Motion by the Court, any and all existing designations on the
20 Documents, Testimony or Information at issue in such Motion shall remain in
21 place. The Designating Party shall have the burden on any Designation Motion of
22 establishing the applicability of its “Confidential” or “Highly Confidential”
23 designation. In the event that the Designation Objections are neither timely agreed
24 to nor timely addressed in the Designation Motion, then such Documents,
25 Testimony or Information shall be de-designated in accordance with the
26 Designation Objection applicable to such material.

27 7. Access to and/or Disclosure of Confidential Materials designated as
28 “Confidential” shall be permitted only to the following persons:

1 a. the named parties to this Action and their officers, directors
2 and/or employees (former or current), and to putative class members;

3 b. the Court;

4 c. (1) Attorneys of record in the Proceeding and their affiliated
5 attorneys, paralegals, clerical and secretarial staff employed by such attorneys who
6 are actively involved in the Proceeding and are not employees of any Party. (2) In-
7 house counsel to the undersigned Parties and the paralegal, clerical and secretarial
8 staff employed by such counsel. Provided, however, that each non-lawyer given
9 access to Confidential Materials shall be advised that such Confidential Materials
10 are being Disclosed pursuant to, and are subject to, the terms of this Stipulation
11 and Protective Order and that they may not be Disclosed other than pursuant to its
12 terms;

13 d. those officers, directors, partners, members, employees and
14 agents of all non-designating Parties that counsel for such Parties deems necessary
15 to aid counsel in the prosecution and defense of this Proceeding; provided,
16 however, that prior to the Disclosure of Confidential Materials to any such officer,
17 director, partner, member, employee or agent, counsel for the Party making the
18 Disclosure shall deliver a copy of this Stipulation and Protective Order to such
19 person, shall explain that such person is bound to follow the terms of such Order,
20 and shall secure the signature of such person on a statement in the form attached
21 hereto as Exhibit A;

22 e. court reporters in this Proceeding (whether at depositions,
23 hearings, or any other proceeding);

24 f. any deposition, trial or hearing witness in the Proceeding who
25 previously has had access to the Confidential Materials, or who is currently or was
26 previously an officer, director, partner, member, employee or agent of an entity
27 that has had access to the Confidential Materials;
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1 g. any deposition or non-trial hearing witness in the Proceeding
2 who previously did not have access to the Confidential Materials; provided,
3 however, that each such witness given access to Confidential Materials shall be
4 advised that such Confidential Materials are being Disclosed pursuant to, and are
5 subject to, the terms of this Stipulation and Protective Order and that they may not
6 be Disclosed other than pursuant to its terms;

7 h. mock jury participants, provided, however, that prior to the
8 Disclosure of Confidential Materials to any such mock jury participant, counsel for
9 the Party making the Disclosure shall deliver a copy of this Stipulation and
10 Protective Order to such person, shall explain that such person is bound to follow
11 the terms of such Order, and shall secure the signature of such person on a
12 statement in the form attached hereto as Exhibit A.

13 i. outside experts or expert consultants consulted by the
14 undersigned Parties or their counsel in connection with the Proceeding, whether or
15 not retained to testify at any oral hearing; provided, however, that prior to the
16 Disclosure of Confidential Materials to any such expert or expert consultant,
17 counsel for the Party making the Disclosure shall deliver a copy of this Stipulation
18 and Protective Order to such person, shall explain its terms to such person, and
19 shall secure the signature of such person on a statement in the form attached hereto
20 as Exhibit A. It shall be the obligation of counsel, upon learning of any breach or
21 threatened breach of this Stipulation and Protective Order by any such expert or
22 expert consultant, to promptly notify counsel for the Designating Party of such
23 breach or threatened breach; and

24 j. any other person that the Designating Party agrees to in writing.

25 8. Access to and/or Disclosure of Confidential Materials designated as
26 “Highly Confidential” shall be permitted only to the following persons:

27 a. the Court;
28

1 b. (1) Attorneys of record in the Proceedings and their affiliated
2 attorneys, paralegals, clerical and secretarial staff employed by such attorneys who
3 are actively involved in the Proceedings and are not employees of any Party. (2)
4 In-house counsel to the undersigned Parties and the paralegal, clerical and
5 secretarial staff employed by such counsel. Provided, however, that each non-
6 lawyer given access to Confidential Materials shall be advised that such Materials
7 are being Disclosed pursuant to, and are subject to, the terms of this Stipulation
8 and Protective Order and that they may not be Disclosed other than pursuant to its
9 terms;

10 c. court reporters in this Proceeding (whether at depositions,
11 hearings, or any other proceeding);

12 d. outside experts or expert consultants consulted by the
13 undersigned Parties or their counsel in connection with the Proceeding, whether or
14 not retained to testify at any oral hearing; provided, however, that prior to the
15 Disclosure of Confidential Materials to any such expert or expert consultant,
16 counsel for the Party making the Disclosure shall deliver a copy of this Stipulation
17 and Protective Order to such person, shall explain its terms to such person, and
18 shall secure the signature of such person on a statement in the form attached hereto
19 as Exhibit A. It shall be the obligation of counsel, upon learning of any breach or
20 threatened breach of this Stipulation and Protective Order by any such expert or
21 expert consultant, to promptly notify counsel for the Designating Party of such
22 breach or threatened breach; and

23 e. any person who authored, received, saw or was otherwise
24 familiar with the Designated Material that is marked "HIGHLY
25 CONFIDENTIAL," including any person otherwise familiar with the information
26 contained therein, but only to the extent of that person's familiarity with the
27 information prior to its Disclosure by a Designating Party.
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1 9. Confidential Materials shall be used by the persons receiving them
2 only for the purposes of preparing for, conducting, participating in the conduct of,
3 and/or prosecuting and/or defending the Proceeding, and not for any business or
4 other purpose whatsoever.

5 10. Any Party to the Proceeding (or other person subject to the terms of
6 this Stipulation and Protective Order) may ask the Court, after appropriate notice to
7 the other Parties to the Proceeding, to modify or grant relief from any provision of
8 this Stipulation and Protective Order.

9 11. Entering into, agreeing to, and/or complying with the terms of this
10 Stipulation and Protective Order shall not:

11 a. operate as an admission by any person that any particular
12 Document, Testimony or Information marked "Confidential" or "Highly
13 Confidential" contains or reflects trade secrets, proprietary, confidential or
14 competitively sensitive business, commercial, financial or personal information; or

15 b. prejudice in any way the right of any Party (or any other person
16 subject to the terms of this Stipulation and Protective Order):

17 i. to seek a determination by the Court of whether any
18 particular Confidential Material should be subject to protection as "Confidential"
19 or "Highly Confidential" under the terms of this Stipulation and Protective Order;
20 or

21 ii. to seek relief from the Court on appropriate notice to all
22 other Parties to the Proceeding from any provision(s) of this Stipulation and
23 Protective Order, either generally or as to any particular Document, Material or
24 Information.

25 12. Any Party to the Proceeding who has not executed this Stipulation and
26 Protective Order as of the time it is presented to the Court for signature may
27 thereafter become a Party to this Stipulation and Protective Order by its counsel's
28 signing and dating a copy thereof and filing the same with the Court, and serving

1 copies of such signed and dated copy upon the other Parties to this Stipulation and
2 Protective Order.

3 13. Any Information that may be produced by a non-Party witness in
4 discovery in the Proceeding pursuant to subpoena or otherwise may be designated
5 by such non-Party as "Confidential" or "Highly Confidential" under the terms of
6 this Stipulation and Protective Order, and any such designation by a non-Party
7 shall have the same force and effect, and create the same duties and obligations, as
8 if made by one of the undersigned Parties hereto. Any such designation shall also
9 function as consent by such producing Party to the authority of the Court in the
10 Proceeding to resolve and conclusively determine any motion or other application
11 made by any person or Party with respect to such designation, or any other matter
12 otherwise arising under this Stipulation and Protective Order.

13 14. If any person subject to this Stipulation and Protective Order who has
14 custody of any a subpoena or other process ("Subpoena") from any government or
15 other person or entity demanding production of Confidential Materials, the
16 recipient of the Subpoena shall promptly give notice of the same by electronic mail
17 transmission, followed by either express mail or overnight delivery to counsel of
18 record for the Designating Party, and shall furnish such counsel with a copy of the
19 Subpoena. Upon receipt of this notice, the Designating Party may, in its sole
20 discretion and at its own cost, move to quash or limit the Subpoena, otherwise
21 oppose production of the Confidential Materials, and/or seek to obtain confidential
22 treatment of such Confidential Materials from the subpoenaing person or entity to
23 the fullest extent available under law. The recipient of the Subpoena may not
24 produce any Documents, Testimony or Information pursuant to the Subpoena prior
25 to the date specified for production on the Subpoena.

26 15. Nothing in this Stipulation and Protective Order shall be construed to
27 preclude either Party from asserting in good faith that certain Confidential
28

1 Materials require additional protection. The Parties shall meet and confer to agree
2 upon the terms of such additional protection.

3 16. If, after execution of this Stipulation and Protective Order, any
4 Confidential Materials submitted by a Designating Party under the terms of this
5 Stipulation and Protective Order is Disclosed by a non-Designating Party to any
6 person other than in the manner authorized by this Stipulation and Protective
7 Order, the non-Designating Party responsible for the Disclosure shall bring all
8 pertinent facts relating to the Disclosure of such Confidential Materials to the
9 immediate attention of the Designating Party.

10 17. This Stipulation and Protective Order is entered into without prejudice
11 to the right of any Party to knowingly waive the applicability of this Stipulation
12 and Protective Order to any Confidential Materials designated by that Party. If the
13 Designating Party uses Confidential Materials in a non-Confidential manner, then
14 the Designating Party shall advise that the designation no longer applies.

15 18. Where any Confidential Materials, or Information derived from
16 Confidential Materials, is included in any motion or other proceeding governed by
17 Civil Local Rule 79.2, the Party shall follow those rules. With respect to discovery
18 motions or other proceedings not governed by Civil Local Rule 79.2, the following
19 shall apply: If Confidential Materials or Information derived from Confidential
20 Materials are submitted to or otherwise disclosed to the Court in connection with
21 discovery motions and proceedings, the same shall be separately filed under seal
22 with the clerk of the Court in an envelope marked: "CONFIDENTIAL – FILED
23 UNDER SEAL PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY
24 FURTHER SEALING ORDER REQUIRED."

25 19. The Parties shall meet and confer regarding the procedures for use of
26 Confidential Materials at trial and shall move the Court for entry of an appropriate
27 order.
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1 20. Nothing in this Stipulation and Protective Order shall affect the
2 admissibility into evidence of Confidential Materials, or abridge the rights of any
3 person to seek judicial review or to pursue other appropriate judicial action with
4 respect to any ruling made by the Court concerning the issue of the status of
5 Protected Material.

6 21. This Stipulation and Protective Order shall continue to be binding
7 after the conclusion of this Proceeding and all subsequent proceedings arising from
8 this Proceeding, except that a Party may seek the written permission of the
9 Designating Party or may move the Court for relief from the provisions of this
10 Stipulation and Protective Order. To the extent permitted by law, the Court shall
11 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective
12 Order, even after the Proceeding is terminated.

13 22. Upon written request made within thirty (30) days after the settlement
14 or other termination of the Proceeding, the undersigned Parties shall have thirty
15 (30) days to either (a) promptly return to counsel for each Designating Party all
16 Confidential Materials and all copies thereof (except that counsel for each Party
17 may maintain in its files, in continuing compliance with the terms of this
18 Stipulation and Protective Order, all work product, and one copy of each pleading
19 filed with the Court and one copy of each deposition together with the exhibits
20 marked at the deposition), (b) agree with counsel for the Designating Party upon
21 appropriate methods and certification of destruction or other disposition of such
22 Confidential Materials, or (c) as to any Documents, Testimony or other
23 Information not addressed by sub-paragraphs (a) and (b), file a motion seeking a
24 Court order regarding proper preservation of such Confidential Materials. To the
25 extent permitted by law the Court shall retain continuing jurisdiction to review and
26 rule upon the motion referred to in subparagraph (c) herein.

27 23. After this Stipulation and Protective Order has been signed by counsel
28 for all Parties, it shall be presented to the Court for entry. Counsel agree to be

1 bound by the terms set forth herein with regard to any Confidential Materials that
2 have been produced before the Court signs this Stipulation and Protective Order.

3 24. The Parties and all signatories to the Certification attached hereto as
4 Exhibit A agree to be bound by this Stipulation and Protective Order pending its
5 approval and entry by the Court. In the event that the Court modifies this
6 Stipulation and Protective Order, or in the event that the Court enters a different
7 Protective Order, the Parties agree to be bound by this Stipulation and Protective
8 Order until such time as the Court may enter such a different Order. It is the
9 Parties' intent to be bound by the terms of this Stipulation and Protective Order
10 pending its entry so as to allow for immediate production of Confidential Materials
11 under the terms herein.

12 25. Finally, pursuant to Magistrate Judge Nita L. Storme's Civil Case
13 Procedures, the Parties agree to the following two mandatory provisions:

14 a. **Filing Under Seal.** Nothing shall be filed under seal, and the
15 Court shall not be required to take any action, without separate prior order by the
16 Judge before whom the hearing or proceeding will take place, after application by
17 the affected party with appropriate notice to opposing counsel. The Parties shall
18 follow and abide by applicable law, including Civil Local Rule 79.2, ECF
19 Administrative Policies and Procedures, Section II.j, and the chambers' rules, with
20 respect to filing documents under seal.

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1 b. **Modifications.** The Court may modify the protective order in
2 the interests of justice or for public policy reasons.

3 This Stipulation and Protective Order may be executed in counterparts.

4 Respectfully submitted,

5 Dated: May 30, 2017

6 **THE TURLEY & MARA**
7 **LAW FIRM, APLC**

8 By: 

9 WILLIAM TURLEY

10 Email: bturley@turleylawfirm.com

11 DAVE MARA

12 Email: dmara@turleylawfirm.com

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14 Email: jvecchi@turleylawfirm.com

15 MATTHEW CRAWFORD

16 Email: mcrawford@turleylawfirm.com

17 Attorneys for Plaintiff RICK FRIERI, on
18 behalf of himself, all others similarly
19 situated, and on behalf of the general public

20 Dated: May 30, 2017

21 **BAKER & HOSTETLER LLP**

22 By: 

23 MARGARET ROSENTHAL

24 Email: mrosenthal@bakerlaw.com

25 SABRINA L. SHADI

26 Email: sshadi@bakerlaw.com

27 JULIE KWUN

28 Email: jkwun@bakerlaw.com

Attorneys for Defendants
SYSCO CORPORATION
and SYSCO SAN DIEGO, INC.

1 The Court, having read the Stipulation and Proposed Protective Order
2 entered into by counsel for RICK FRIERI, SYSCO CORPORATION, and SYSCO
3 SAN DIEGO, cause appearing therefore.

4 The stipulated protective order is approved and is hereby adopted as the
5 Order of this Court:

6 **IT IS SO ORDERED.**

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8 Dated: May __, 2017

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10 _____
11 Honorable Nita L. Stormes
12 United States Magistrate Judge
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BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
WASHINGTON

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Southern District of
 California on [date] in the case of *Rick Frieri v. Sysco Corporation, et al.*, USDC
 Case No.: 16-cv-1432 JLS (NLS). I agree to comply with and to be bound by all
 the terms of this Stipulated Protective Order and I understand and acknowledge
 that failure to so comply could expose me to sanctions and punishment in the
 nature of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person
 or entity except in strict compliance with the provisions of this Order. I further
 agree to submit to the jurisdiction of the United States District Court for the
 Southern District of California for enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this action.
 I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

1 William Turley, Bar No. 122408
2 David Mara, Bar No. 230498
3 Jill Vecchi, Bar No. 299333
4 Matthew Crawford, Bar No. 310230
5 **THE TURLEY & MARA LAW FIRM, APLC**
6 7428 Trade Street
7 San Diego, California 92121
8 Telephone: (619) 234-2833
9 Facsimile: (619) 234-4048

10 Attorneys for RICK FRIERI
11 on behalf of himself, all others similarly situated,
12 and on behalf of the general public.

13 **UNITED STATES DISTRICT COURT**
14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 RICK FRIERI, on behalf of himself, all
16 others similarly situated, and on behalf of
17 the general public,

18 Plaintiff,

19 vs.

20 SYSCO CORPORATION; SYSCO SAN
21 DIEGO, INC.; and DOES 1-100

22 Defendant

Case No.: 16-cv-1432 JLS (NLS)

PROOF OF SERVICE

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1 *Case Name:* **Rick Frieri v. Sysco Corporation, Sysco San Diego, Inc., and**
2 *Court:* **Southern District of California**
3 *Case Number:* **16-cv-1432 JLS (NLS)**

4 **PROOF OF SERVICE**

5 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

6 I am employed in the County of: San Diego, State of California.

7 I am over the age of 18 and not a party to the within action; my business address is:
8 7428 Trade Street San Diego, CA 92121

9 On May 31, 2017, I served the foregoing document(s) described as:

10 **STIPULATION AND PROPOSED PROTECTIVE ORDER**

11 On interested parties in this action by placing a true copy thereof enclosed in a sealed
12 envelope addressed as follows:

13 Margaret Rosenthal (SBN 147501)
14 Sabrina L. Shadi (SBN 205405)
15 Julie Kwun (SBN 243838)
16 **BAKER & HOSTETLER LLP**
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025

17 ☐ **(BY UNITED STATES MAIL)** On, I enclosed the documents in a sealed
18 envelope or package addressed to the persons at the addresses named above
19 and deposited the sealed envelope with the United States Postal Service, with
the postage fully prepaid.

20 ☒ **VIA CM/ECF ELECTRONIC FILING SYSTEM:** On, May 31, 2017, I
21 transmitted via the Internet a true copy(s) of the above-entitled document(s)
22 to the CM/ECF system of the United States District Court of the Northern
23 District of California and concurrently caused the above-entitled document(s)
24 to be sent to the recipients listed above pursuant to the Service list maintained
by and as it exists on that database. This will constitute service of the above-
listed document(s).

25 ☐ **(BY PERSONAL SERVICE)** On, in addition to service methods listed
26 above (if any), the above documents were delivered to the above recipients
via personal delivery.

27 ☐ **(BY UPS OVERNIGHT DELIVERY)** On as indicated below, I enclosed
28 the documents in an envelope or package provided by an overnight delivery

1 carrier and addressed to the persons at the addresses named above. I placed
2 the envelope or package for collection and overnight delivery at an office or
a regularly utilized drop box of the overnight delivery carrier.

3 **[XX] (DECLARATION)** I declare under penalty of perjury under the laws of the
4 State of California that the above is true and correct.

5 Dated: May 31, 2017

6 /s/Mary Britt
Mary Britt